

General Conditions of Participation

Last update: December 2020



Table of content

	Page		Page
1. Definitions	4	9. Duty to Supply Information, Safety Regulations	13
1.1 MESSE FRIEDRICHSHAFEN	4	9.1 Exhibitor's Duty to supply Information	13
1.2 The MESSE FRIEDRICHSHAFEN Online Service Center	4	9.2 Forms, Online Service Center	13
1.3 Exhibitors	4	9.3 Safety Regulations	13
1.3.1 Main Exhibitor	4	9.4 Occupation of the Exhibition Premises	14
1.3.2 Co-Exhibitor	4		
1.3.3 Other represented Companies	4	10. Construction and Disassembly	14
1.4 Joint Stands	5	10.1 Stand Construction, Fitting and Design	14
		10.1.1 Basic Principle	14
2. Transferring the Stand Space to a Third Party	5	10.1.2 Design	14
		10.1.3 Construction and Disassembly Time Limits	14
3. Placement, Permitted Goods, Exhibitor Passes	5	10.1.4 Staffing	14
3.1 Placement	5	10.2 Stand Construction Obligations	15
3.2 Permitted Exhibition Goods	6	10.3 Removal of objectionable Objects etc.	15
3.3 Exhibitor Passes	6	10.4 Premature Disassembly	15
		10.5 Clearing	15
4. Fees, Invoices, Payment Deadlines and Conditions, Hirer's Right of Lien	6	11. Handover / Return	16
5. Additional Costs	7	12. Advertising	16
5.1 Power	7		
5.2 AUUMA Fee	7	13. Sales Regulation	17
5.3 Waste Disposal	8		
5.4 Media Entry Fees (Catalogue, Guide, Internet Features)	8	14. Photography and Other Means of Recording Films and Videos	17
6. Value added Tax	9	15. Surveillance, Cleaning, Waste Disposal	17
6.1 VAT Identification Number	9	15.1 Surveillance	17
6.2 Reimbursement of Value Added Tax	9	15.2 Stand Surveillance	18
		15.3 Cleaning	18
7. Exclusivity of Service Providers	10	15.4 Cleaning of Stands	18
		15.5 Waste Disposal	18
8. Disruptions in Performance, Withdrawal	10	16. Data Protection	19
8.1 Exhibitor does not Participate	10		
8.2 Co-Exhibitor does not Participate	10	17. Industrial Property Rights	19
8.3 Breaches of Duty by the Exhibitor, Contract Penalties	11	17.1 Basic Principle	19
8.4 MFN's Right to Withdrawal and Termination Right	11	17.2 Protection of Exhibits	20
8.4.1 Insolvency of the Exhibitor	11	17.3 GEMA [Society for musical performing and mechanical reproduction rights]	20
8.4.2 Non-payment	11	17.4 Registered Trademarks of MFN	20
8.4.3 Violation of the Special Conditions of Participation, General Conditions of Participation, Technical Guidelines, House Rules	11		
8.4.4 Violation of Subsection 12.1 (Advertising etc.)	12	18. General Obligations of the Exhibitor	21
8.4.5 Stand is not Occupied at Correct Time	12		
8.5 Reservations, force majeure, cancellation and other changes to the event	12		
8.5.1 Reasons for changes to the event, obligation to inform and compensation	12		
8.5.2 Participation Fee	12		

1. Definitions

1.1 MESSE FRIEDRICHSHAFEN GmbH

Messe Friedrichshafen GmbH shall hereafter be referred to as "MFN".

1.2 The MESSE FRIEDRICHSHAFEN Online Service Center

Exhibitors receive an access code for the Messe Friedrichshafen Online Service Center (hereafter referred to as "OSC") upon registering for a stand. Media features as well as

technical and organizational orders must be executed via the OSC and by utilizing the appropriate forms.

1.3 Exhibitors

Those participating in trade fairs and exhibitions are called main exhibitors and co-exhibitors. When reference is made to all types of participants, then they shall be referred to hereafter as "exhibitor(s)".

1.3.1 Main Exhibitor

The main exhibitor is the participant that rents the trade fair stand and presents their offer with their own staff on it.

1.3.2 Co-Exhibitor

The co-exhibitor is the participant that presents their offer using their staff on the stand of a main exhibitor. This definition includes the group's subsidiaries and affiliates of the main exhibitor. Registration of co-exhibitors is subject

to approval and charges. To register as a co-exhibitor, a separate co-exhibitor registration is required. This must be signed by the main exhibitor as a legally binding document and must bear the name and full address of the contact from the co-exhibitor.

Following the registration of the main exhibitor, a contract cannot be concluded between the co-exhibitors which the main exhibitor has registered and MFN.

1.3.3 Other represented Companies

Other represented companies (ORC) must be registered by the main exhibitor. If ORCs are represented by their own staff on the stand, they shall be classified as co-exhibitors.

1.4 Joint Stands

If several exhibitors wish to rent a stand space together, they must name a joint exhibitor who has been authorized

by the group (= Group Organizer) as a contact for MFN in their registration.

2. Transferring the Stand Space to a Third Party

Exchanging the assigned stand space with another exhibitor or partly or fully transferring the stand space or "subletting"

the stand space to third parties is not permitted unless approval for this has been given by MFN.

3. Placement, Permitted Goods, Exhibitor Passes

3.1 Placement

MFN endeavours to fulfil the wishes of the exhibitor in terms of the location and size of the stand, whilst taking the theme of the exhibition and the structure of the respective event into account, as well as the space available. The time at which the registration is received is not the only determining factor in allocating placement. Deviations from the registration data due to planning reasons

must be taken into account.

If special circumstances require it, particularly in the interests of safety, MFN may allocate the exhibitor another space even after having confirmed the stand. The size and dimensions of the reserved space can be changed and the position and layout of entrances, exits and passages may be changed and structural modifications may be undertaken.

3.2 Permitted Exhibition Goods

Companies may exhibit their exhibition goods which are appropriate for the theme of the event. The permitted goods are specified in the product classification for the event.

MFN shall issue decisions on permission for exhibitors and the registered products to be presented at the event and the placement of the exhibitor.

MFN may, for objectively justifiable reasons, exclude individual exhibitors from participating, particularly if the available space is insufficient. MFN is also entitled to limit

the registered exhibition objects and alter the registered space. Permission is only valid for registered exhibition objects and the specific exhibitor who is named in the permission confirmation and the space stated in this confirmation. The exhibition of any objects, other than those which have been registered and have received permission, must be approved by MFN in writing. The exhibitor must remove objects which are not registered or permitted from the stand upon the request of MFN.

3.3 Exhibitor Passes

Each exhibitor shall receive exhibitor passes which give them access to the exhibition center. The number of passes issued is determined based on the size of the stand and they are issued following full payment of the invoice for participation in the trade fair. The number of exhibitor passes is governed by the Special Conditions of Participation.

Additional exhibitor passes can be ordered via the OSC at extra cost. The exhibitor passes are intended for the stand staff, must be filled out in accordance with the provisions on passes and may not be transferred to third parties. MFN reserves the right to carry out spot checks.

4. Fees, Invoices, Payment Deadlines and Conditions, Hirer's Right of Lien

The amount and elements of the participation fee and the payment deadlines are shown in the registration documents and Special Conditions of Participation. The stand can only be occupied if the deadlines for payment which have been established in the invoice for the participation fee have been met and the fee has been paid in full.

MFN is entitled to send invoices in electronic format (PDF-format) to the exhibitor by e-mail instead of paper invoices. Upon request of the exhibitor, MFN will issue paper invoices

to the exhibitor. There is no legal claim to the issuance of electronic invoices. MFN is not obliged to comply with all country-specific requirements for the issuing of electronic invoices. MFN is entitled to send reminders and other request for payment to the exhibitor by e-mail.

All invoice amounts must be transferred in Euro without any deductions to an account stated in the invoice, stating the customer and invoice number. The transfer must be free of charge.

If the exhibitor delays payment, MFN is entitled to charge an overdue fine. The exhibitor is entitled to demonstrate that no damage or an amount of damage which is less than that stated has been incurred to MFN as a result of the delay in payment.

In case of default of payment of the participation fee, MFN may refuse to provide the stand space until payment has been made. MFN shall not be liable to the exhibitor for any damages resulting from this, unless MFN is responsible for the late payment.

Outstanding invoices must be paid on demand from the stand staff during the trade fair, in cash or by credit card.

In order to avoid paying outstanding invoices at the stand, the exhibitor may send a completed direct debit authorization to the project team prior to the event. The form for this is available on the OSC.

If an exhibitor does not meet their payment obligations during the course of the event, MFN may exercise their hirer's right of lien, retain the exhibition objects and stand equipment and, after giving written notice for the relevant items, have them stored or sold at auction, or sell them privately if they have a stock market price or market price, at the expense of the exhibitor.

5. Additional Costs

Incidental expenses relating to increases and decreases in provision of services will be determined after the event, using the actual expenditure and consumption.

The organizer will be invoiced or credited for these expenses if excess payment has been made.

5.1 Power

The basis for calculation of power consumption is regulated in the OSC.

5.2 AUMA Fee

A fee is charged for the involvement of the Association of the German Trade Fair Industry (AUMA) (a Registered Association), Littenstr. 9, 10179 Berlin, Germany. MFN shall undertake the calculation and collection of the fees

incurred on behalf of the AUMA. The fees shall be shown separately. The current valid rate for AUMA can be seen in the Special Conditions of Participation.

5.3 Waste Disposal

A waste disposal flat-rate shall be charged for the removal of small quantities of waste resulting from the running of the stand throughout the course of the event. This is set down in the Special Conditions of Participation for the event. The additional waste produced by constructing and disassembling the stand is to be disposed of by the

exhibitor or to be reported to the project management team for disposal. The disposal of waste which is left on the exhibition centre premises is liable for costs. If required, waste disposal must be ordered via the OSC. In case waste is not reported, then costs for disposal will be charged at a higher rate.

5.4 Media Entry Fees (Catalogue, Guide, Internet Features)

If a catalogue or guide (print or digital) is created for the event, all exhibitors are obliged to feature in it. The costs for a basic feature are paid with a flat-rate fee which is set

down in the Special Conditions of Participation. Media features and optional additional services which are featuring costs are executed via the OSC.

6. Value added Tax

All prices listed are net prices. If statutory VAT is incurred it will be calculated additionally and stated separately on the invoice.

6.1 VAT Identification Number

As a rule, MFN performs standard services for the exhibitors (event services package). The headquarters of the service recipient/ exhibitor is determined to be the place of performance of these services. MFN bills foreign exhibitors which have entrepreneurial status according to the Reverse Charge Procedure, without German VAT. For exhibitors from the European Union a valid VAT identification number (VATIN)

is an absolute precondition. It has to be entered on the registration form. The exhibitor is obliged to notify MFN of any change to the VAT identification number immediately in writing. For exhibitors from outside the EU, it is not necessary to state a VAT identification number. However, it must be ascertained that the exhibitor has entrepreneurial status.

6.2 Reimbursement of Value Added Tax

Foreign exhibitors may be reimbursed for any value added tax they are charged for where the statutory requirements for this are in place. For more detailed information: www.bzst.bund.de.

Applications are to be sent to the Federal Central Tax Office: Bundeszentralamt für Steuern, An der Kuppe 1, 53225 Bonn, Germany.

7. Exclusivity of Service Providers

Only the service providers designated by MFN are permitted for the following services, supply activities and any connection work which may become necessary for the exhibitor's installations:

Water connections, power connections, compressed air, installation of suspension points, forklift trucks and wor-

king platforms, waste disposal, cleaning, security services, telecommunications, catering. This can only be deviated from if prior written approval has been given by MFN.

The execution of these services starts only after they have been ordered in good time via the OSC. The exhibitor is responsible for doing this before the start of the event.

8. Disruptions in Performance, Withdrawal

8.1 Exhibitor does not participate

If the exhibitor does not participate once registration has been granted, he is obliged to pay a compensation fee. MFN must be notified that the exhibitor is not participating immediately in writing. MFN is not obliged to accept a replacement exhibitor put forward by the exhibitor.

In order to ensure that the trade fair / exhibition has a unified image, MFN is entitled to reallocate the stand space which is unused as a result of the non-participation of the exhibitor. The exhibitor must pay compensation fees for

MFN's endeavours to rent the stand space in any manner other than via exchange of the stand space with another exhibitor for a consideration. The compensation fee amounts to 25% of the calculated participation fee, and must amount to a minimum of 300, unless it is stated otherwise in the Special Conditions of Participation of the event. If no replacement exhibitor is found or if an exchange with another exhibitor is the only option, then the full amount invoiced shall be due.

8.2 Co-Exhibitor does not participate

If a co-exhibitor does not participate, the obligation to pay the full amount of the co-exhibitor's fee remains unaffected.

8.3 Breaches of Duty by the Exhibitor, Contract Penalties

Culpable breaches of the exhibitor's duties which result from the contractual relationship or which contravene the directives set out in the House Rules entitle MFN to terminate the contractual relationship for good cause with immediate effect if the contravention is not remedied immediately upon request.

In the event of a termination for good cause, MFN is entitled to close the stand of the exhibitor immediately and demand that the exhibitor disassemble the stand immediately and clear the stand space.

If the exhibitor is late in disassembling the stand or cleaning the stand space, MFN is entitled to undertake the disassembly of the stand and /or the clearing of the stand space either itself or engage a third party to do so, at the expense

of the exhibitor.

The exhibitor is obliged to pay the due participation fees as minimum compensation cover throughout the remaining period of the event.

If no replacement exhibitor is found for the stand space of the terminated exhibitor, MFN is entitled to carry out re-design work on the stand space at the exhibitor's expense in order to unify the image of the trade fair.

MFN is entitled to demand a contract penalty, which is to be determined using equitable discretion by MFN for each individual case, amounting to a maximum of 10,000.

The exhibitor may provide evidence that no or significantly less damage than that stated was incurred for MFN.

The option to file other claims remains unaffected by this.

8.4 MFN's Right to Withdrawal and Termination Right

8.4.1 Insolvency of the Exhibitor

MFN is entitled to withdraw from the contract if insolvency is filed for by the exhibitor, if such a petition is rejected as a result of lack of funds or if insolvency proceedings have been started. The exhibitor is obliged to inform MFN of any of these events immediately.

8.4.2 Non-payment

If a deadline for payment set by MFN expires without payment of the participation fee, MFN may withdraw from the contract.

In the case the right to withdrawal is exercised, MFN is entitled to claim compensation from the exhibitor in the amount of the agreed and /or expected participation fee,

as stated in point 8.1 of these conditions, unless the exhibitor can prove to MFN that the damages incurred were less than those stated.

Further claims from MFN remain unaffected by this.

8.4.3 Violation of the Special Conditions of Participation, General Conditions of Participation, Technical Guidelines, House Rules

If the exhibitor is breaching the elements of the Special and /or General Conditions of Participation, Technical Guidelines or House Rules, MFN is entitled to terminate the contractual relationship with immediate effect for good cause.

8.4.4 Violation of subsection 12 (advertising)

In the event that the exhibitor is in breach of subsection 12 (approaching and canvassing visitors outside the stand space, political publicity / statements), MFN is entitled to terminate the contractual relationship with immediate effect for good cause.

8.4.5 Stand is not Occupied at Correct Time

If the stand is not occupied at the correct time by the exhibitor (Subsection 10.1.4), MFN is entitled to terminate the contractual relationship with immediate effect for good cause.

8.5 Reservations, force majeure, cancellation and other changes to the event

8.5.1 Reasons for changes to the event, obligation to inform and compensation

Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terror, failure or massive disruptions in traffic and/or communication links, as well as special epidemic or pandemic risks when contagious diseases occur) which make it impossible or irresponsible to hold the event as planned, entitle MFN to make the following changes to the event:

- to postpone, shorten and extend an event;
- to completely cancel its opening and
- to close an already started event temporarily, finally, in individual parts or in total.

Inability to provide sufficient operating elements, such as electricity, heating, etc., strikes and lockouts, will be equated to incidence of force majeure as long as they are not short-term in nature. There is no right to make the aforementioned changes to the event if MFN is responsible for the incident on which the change is based.

MFN must inform the exhibitor of such change measures immediately after the decision has been taken, unless MFN is also prevented from doing so by one of the circumstances mentioned. No claims for damages can be made against MFN, unless

- the change can be attributed to a grossly negligent or intentional breach of duties by MFN or its agents
- the change is due to MFN's or its agents' violation of an essential contractual obligation which, firstly, enables the

contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also be consistently able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

8.5.2 Participation fee

In the case that an event is postponed for a reason specified in 8.5.1.1, the following applies: MFN will determine a replacement date no later than one month after the announcement of the postponement of an event. The exhibitor has the right to withdraw from the exhibitor contract within 14 days of receiving notification of the replacement date.

If an already started event is shortened, extended or closed (temporarily, permanently, in individual parts or in total) for one of the reasons specified in section 8.5.1.1, then the payments to be made by the exhibitor according to the exhibitor contract - the participation fee as well as any costs to be borne by the exhibitor - must be paid in full.

9. Duty to Supply Information, Safety Regulations

9.1 Exhibitor's Duty to supply Information

Upon registration, the exhibitor must share all relevant information with MFN, particularly that which influences the allocation of stand space, construction and disassembly operations, occupational health and safety, right to erect

structures, structural or operational safety and requirements for the surveillance team or which could otherwise prove significant for MFN.

9.2 Forms, Online Service Center

The exhibitor receives an access code for the OSC upon registration and with the invoice for participation in the trade fair. This access code can be used to carry out the aforementioned orders for service provision, media features

and services online. The relevant information is shown in the Technical Guidelines (view under: www.messe-friedrichshafen.com/exhibiting-guidelines or in the OSC).

9.3 Safety Regulations

The exhibitor must inform themselves on the safety regulations which are in force for the duration of participation in the trade fair and instruct its employees and, if applicable, its co-exhibitors on these. This instruction is to be documented in writing.

The Technical Guidelines and House Rules form the most essential component of these relevant safety regulations (viewed under: www.messe-friedrichshafen.com/exhibiting-guidelines or in the OSC).

During the event and construction and disassembly, throughout the premises of MFN, the exhibitor is subject to the conditions set out in the Technical Guidelines and House Rules. Furthermore, the instructions of the employees of

MFN, who are authorized by service ID card, must be obeyed. Exhibitors must make sure that authorized MFN-employees can meet competent contact persons at the exhibitor's stand at any time. The exhibitor is obliged to observe all occupational and trade law regulations, environmental regulations, fire protection regulations and accident prevention regulations.

The exhibitor shall supervise the persons they engaged for the event and the other exhibitors they have registered to ensure they comply with the aforementioned conditions and will intervene in the event of violation and/or inform MFN of such violations.

9.4 Occupation of the Exhibition Premises

Unless stated otherwise in the Special Conditions of Participation, the length of time for which exhibitors, their employees or persons reporting to them may remain on the premises is limited to an hour before and after the daily opening hours for the relevant event, including opening

hours. In principal, exceptions (i.e. for parties at the stand) require approval from the project management team (request via the OSC). Outside of daily opening hours, the stands of other exhibitors may not be entered without permission from the stand owner.

10. Construction and Disassembly

10.1 Stand Construction, Fitting and Design

10.1.1 Basic Principle

All stand spaces and other event spaces are calibrated and delineated by MFN. MFN is entitled to dictate requirements under § 315 of the German Civil Code [BGB].

The stand construction requirements in the Technical Guidelines must be observed. The stands must be constructed so that they are safe in terms of their stability and for traffic.

10.1.2 Design

The design and furnishing of the stand is, in principle, entrusted to each individual exhibitor. However, the usual exhibition criteria for the event and all MFN conditions must be observed in the design and furnishing, particularly the Technical Guidelines and the Special Conditions of Partici-

pation. Regulations on floor coverings and stand height-limits are of particular importance here. MFN may demand that true-to-scale blueprints and stand descriptions are submitted. The name and/or company of the exhibitor must be displayed clearly on the stand.

10.1.3 Construction and Disassembly Time Limits

The time limits for construction and disassembly times are governed by the Special Conditions of Participation.

10.1.4 Staffing

The stand must be properly equipped and staffed by professionally qualified personnel during the opening hours throughout the entire duration of the event.

10.2 Stand Construction Obligations

The exhibitor is obliged to construct an exhibition stand on the hired stand space. Construction of the stand must begin at least 24 hours before the event starts – individual

imperative deadlines for construction remain unaffected by this.

10.3 Removal of objectionable objects etc.

Exhibits, stand equipment and/or other objects which were not stated in the registration or which are objectionable or disruptive to the smooth running of the event in terms of their appearance, smell, insufficient cleanliness, noise or other characteristics or which otherwise prove unsuitable

must be removed immediately upon the request of MFN. If such objects are not removed immediately, MFN can have them removed at the exhibitor's expense and / or terminate the contractual relationship for good cause, with immediate effect.

10.4 Premature Disassembly

The exhibitor is not entitled to remove exhibits from the stand space and/or begin disassembly of the stand before

the disassembly period begins. If this is not abided by, MFN reserves the right to impose claim for compensation.

10.5 Clearing

The exhibitor bears sole responsibility for clearing the stand space and returning it to its original state within the set deadlines. MFN bears no liability for goods which are still present on the event premises after the event has ended, even those which have been sold to third parties during the course of the event, unless damage or loss can be attributed to MFN as a result of intentional activity or gross negligence.

MFN is entitled to impose a storage fee for goods and stand construction materials which are not disassembled and taken away on time. Furthermore, once the disassembly time limit is up, MFN is entitled to have goods/ stand construction materials which are not disassembled or taken away on time removed and stored by a company which is competent to do so at the expense of the exhibitor and at the exhibitor's own risk.

11. Handover / Return

After the period of use has ended, the exhibitor must return the stand space to MFN in a clean-swept state, just as they received it. Failing this, MFN is entitled to have the space cleaned (i.e. remove sticky residues from the carpets) and to have installations, appliances, advertising boards, etc., removed and/or to return the space to the

state that it was in prior to handover to the exhibitor. MFN is entitled to invoice the exhibitor for the costs thus incurred. This also applies if MFN has agreed that the exhibitor may bring installations, appliances, advertising boards, etc., into or onto the object provided for use.

12. Advertising

Any type of advertising (flyers, posters, other promotional materials) for the exhibitor's company may only be displayed on their own stand space and only for the products manufactured and distributed by the company, as long as these have been registered and permitted.

Purpose-built advertising spaces for posters or banners located throughout the premises of MFN can also be booked. Loudspeaker advertising, as well as other sound-emitting activities and film, video or computer presentations and/or other activities which involve the emission of light or noise which is not of a low level require written permission from MFN. This also applies for the use of other devices and equipment which may have an increased promotional impact in terms of their visual or auditorial character or if the presentation of exhibits produces noise or otherwise causes disturbance. The points on noise emission in the Technical Guidelines must be observed

www.messe-friedrichshafen.com/exhibiting-guidelines.

MFN is entitled to prohibit advertisements which are con-

ducted without authorization without involving legal or police intervention and to eliminate these, or have them eliminated. The costs for removal of unauthorized affixed advertising materials shall be borne by the exhibitor. In the interest of an undisturbed continuation of the exhibition, any permissions granted may be limited or revoked later. Mobile advertising media (walking ads, promo girls, etc.) within the event premises and the distribution of printed material and tasters outside of the stand space and in the parking lot are not permitted. Written approval from MFN must be obtained for exceptions to this rule.

Approaching and canvassing visitors outside the stand space is strictly prohibited. Political advertisements and/or political statements are not permitted unless political statements are part of the scope of the event. For political statements or political advertisements which could disturb the peace at the event or disturb public order, MFN is entitled to demand that the disputed objects be omitted and removed.

13. Sales Regulation

Direct sales and / or prohibition of direct sales is governed formally by the Special Conditions of Participation for the event.

The procurement of and compliance with advertising and health policy permits is the responsibility of the exhibitor.

14. Photography and Other Means of Recording Films and Videos

Capturing images within the event premises for commercial purposes in any form, particularly photography and film, is only permitted for persons who have been accredited for this purpose by the MFN Communications Department. Images and recordings which are to be made outside the daily opening hours require acceptance from MFN. The MFN reserves the right to request a suitable fee for this. The resulting costs are to be borne by the exhibitor.

MFN and – with the agreement of MFN – the journalists are entitled to produce photographs, drawings and film and video recordings of the event, the exhibition structures and stands and the exhibited objects and to use these for advertisements or press releases free of charge. This also applies to people who may appear in these recordings or items.

15. Surveillance, Cleaning, Waste Disposal

15.1 Surveillance

In principle, MFN accepts no liability for duty of care for exhibits brought onto the premises, stand equipment and objects which are the property of persons working on the stand. Stand surveillance and supervision of the stand during the daily opening hours of the event is generally the exhibitor's responsibility, and this also applies during the construction and disassembly periods. Outside of the

opening hours of the event, MFN ensures that general monitoring of the halls and the event premises is undertaken. Duties of care, custodial or other safeguarding of the interests of the exhibitor shall not be effected. During the night, easily removable, valuable objects must be locked away by the exhibitor.

15.2 Stand Surveillance

The exhibitor may order additional surveillance of the stand at their own expense from the surveillance company appointed by MFN. Ordering is carried out via the OSC.

15.3 Cleaning

MFN provides general cleaning for the premises and hall walkways.

15.4 Cleaning of Stands

Cleaning of the stand / stand space must be undertaken by the exhibitor and must end 15 minutes before the event opens every day. If cleaning the stand is contracted out, the exhibitor must use the cleaning company appointed by MFN for this purpose. Orders are placed via the OSC. If the exhibitor's own cleaning team is deployed, then they may only work one hour before and/or one hour after the daily opening hours of the event, unless stated otherwise

in the Special Conditions of Participation.

If the exhibitor should deviate from the usual, decent standards of MFN in terms of hygiene or external appearance of the stand the exhibitor must remedy this at their own expense by order of MFN. If the exhibitor does not carry out these actions immediately following such an order from MFN, MFN is authorized to remedy these deviations and to invoice the exhibitor for the costs incurred.

15.5 Waste Disposal

Waste disposal and environmental protection are regulated in the Technical Guidelines, which must be observed.

16. Data Protection

By registering, the exhibitor declares that they agree that data concerning the exhibitor may be used for the purposes of developing the event and advertising and market research and / or opinion research and the agreements to be met in these circumstances under observation of the Privacy Act and other statutory data protection regulations (in the version currently in force) may be collected, processed and used and transferred to third parties in conjunction with this where applicable.

The exhibitor also commits to participate in the electronic visitor data collection and evaluation programs and declares

that they consent that information on their participation may be distributed via electronic media, including the internet. Furthermore, by registering, the exhibitor permits that their email address may be used by MFN for advertising purposes and information by newsletter on the current status of the event. The exhibitor may oppose this utilization of their email address at any time. The elements disclosed in the registration will be stored by MFN in accordance with article 4 No. 2 DSGVO (Federal Data Protection Act – Datenschutzgrundverordnung) via an automated process.

17. Industrial Property Rights

17.1 Basic Principle

The exhibitor is obliged to observe the property rights of third parties with respect to goods displayed by themselves or their co-exhibitors. Goods which infringe upon industrial property rights, specifically trademark rights, design rights, utility model rights and / or patents are not permitted as exhibition goods.

The exhibitor is obliged to remove goods which violate these rights from their stand immediately. In the event that infringement of property rights and / or breaches of the aforementioned duties are proved, MFN reserves the

right to exclude the exhibitor from the current and / or future event(s) without any compensation.

If MFN exercises their right to exclusion based on a legal decision or based on well-founded evidence of the infringement of property rights, the exhibitor concerned is not entitled to make claims for damages against MFN in the event that the infringement of property rights proves to be invalid at a later point in time.

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor.

17.2 Protection of Exhibits

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor. A 6 month period of property right protection extending from the beginning of the event onwards, based on the fundamental principles of the Act on Protection of Designs and Exhibits

and the Trademark Reform Act only enters into force if the Federal Minister of Justice has published an appropriate public notice in the German Federal Law Gazette (Exhibition Protection). In principle, MFN applies for this exhibition protection.

17.3 GEMA [Society for musical performing and mechanical reproduction rights]

The exhibitor is responsible for making the appropriate notifications in good time and in full for its own musical presentations which are subject to GEMA approval, and

that duties are paid and also that copyrights are respected. GEMA applications and other information can be accessed at www.messe-friedrichshafen.com/exhibiting-guidelines.

17.4 Registered Trademarks of MFN

The exhibitor is obliged to obtain consent for use before using any registered trademark of MFN.

18. General Obligations of the Exhibitor

The exhibitor must ensure that they do not damage the reputation of MFN. Among other items, this requires that the exhibitor only uses suppliers who can guarantee that they will work in a reliable and orderly manner (see also Subsection 7). The exhibitor is obliged to observe the conditions of the General Conditions of Participation, the

Special Conditions of Participation, the Technical Guidelines and the House Rules.

Insofar as it is required under law or is reasonable on objective reasons, the exhibitor is obliged to draw up an appropriate safety concept with MFN and the public agencies and organizations responsible for safety.

19. Compulsory Insurance Coverage

The exhibitor is obliged to take out liability insurance with the sum insured being the customary scope of coverage for the market in a lump sum for physical injury to persons and damage to property (with cover amounting to double this amount). This insurance must include coverage for rental property damages to buildings and rooms through fire, explosion and domestic water damage, with the sum insured amounting to at least EUR 10 million, as well as rental property damages to other items resulting from other

causes with the sum insured amounting to at least EUR 50,000. Furthermore, the exhibitor must reach an agreement for a waiver of recourse in favour of MFN with their property insurer. The closing of the insurance contract(s) is to be proved via submission of a written confirmation of cover to MFN at least three weeks before the event begins. Exhibitors have the option of taking out comprehensive insurance coverage for goods. Application for exhibition insurance is made via the OSC.

20. Legal Duty to maintain Safety, Operator Obligations

The operator obligations for one's own stand are transferred to the respective exhibitor in accordance with section 38, paragraph 5 of the Ordinance on the Construction and Operation of Places of Public Assembly (Baden-Württemberg) [Versammlungsstättenverordnung, VStättVO]. More specifically, this means that the exhibitor is responsible for ensuring public safety on the stand and the direct access to it unless hazards arise from the structural composition of the building and /or premises of MFN. Within the context of the obligation to maintain public

safety, the exhibitor must specifically ensure that passageways are clear, there are no "stumbling points" caused by cables, carpets, etc., wet or any other slip-prone surfaces are indicated with signs, suspended items are secured and are not hung too low, the stand construction complies with the safety provisions of MFN, fire protection measures are in place, all work is carried out to the best possible technological standards etc. Details on all areas are set down in the Technical Guidelines (www.messe-friedrichshafen.com/exhibiting-guidelines or the OSC).

21. Notification of Damages

The exhibitor must notify damages which have occurred to MFN immediately in writing.

22. Intervention in the Event, Termination of the Event

MFN reserves the right to intervene in the course of the event or terminate the event in order to restore safety and order to the event. The exhibitor is not, in either case, entitled to bring claims for damages against MFN, unless MFN caused the grounds for intervention in the course of event or termination of the event intentionally or via

gross negligence or has violated an essential contractual obligation which firstly enabled the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should have been able to consistently trust that this obligation would be adhered to.

23. Bringing Objects onto Site

Where the exhibitor has received permission from MFN to place/store items outside their own stand on the premises available to MFN and/or in buildings on these premises,

this shall not be taken as justification for a rental contract nor custody contract to this effect.

24. Liability, Indemnification

24.1 Liability of MFN

The liability of MFN, the agents and assistants thereof and other persons associated with MFN for negligent behaviour is eliminated, unless the claim involves liability resulting from physical injury to persons or liability as a result of violation of essential contractual obligations. In this context, essential contractual obligations are obligations which, firstly, enable the contract to be fulfilled in accordance with the regulations. The exhibitor can also consistently trust that these obligations shall be adhered to (without claim to completeness, this could be providing the object for use in line with the contract or appointing a supplier in line with the contract, to give examples). In the event that these essential contractual obligations are breached as a result of negligence,

the liability of MFN is limited to that of contractually typical damages. The exhibitor indemnifies MFN against all claims of third parties for which the exhibitor or their co-exhibitors bear responsibility, unless these are for damage to property or financial loss which was at least partly caused by a grossly negligent or intentional breach of duty and, in the event of physical injury to persons, which can be attributed, in any way, to a breach of duty by MFN and/or persons associated with them, or can be at least partly attributed to them, or if the claim involves violation of essential contractual obligations by MFN in the sense stated above.

24.2 Limitation of Liability in the Event of Violation of essential contractual Obligations

If MFN is liable for simple negligence of essential contractual obligations, the extent of compensation is limited to the foreseeable, typical damage. Prior to the incidence of

liability, the exhibitor has the possibility to extend the liability towards MFN by announcing a hazard threat and/or a value declaration in writing.

24.3 Indemnification vis-a-vis Co-Exhibitors

The exhibitor indemnifies MFN against all claims which may arise in conjunction with a breach of duty or other actions which constitute grounds for claims on the part of its co-exhibitors and which are brought against MFN. This also applies to the costs for legal defence.

This indemnification does not apply if MFN itself is responsible for the breach of duty or actions which constitute grounds for claims as a result of gross negligence or intent, or if MFN has violated its essential contractual obligations under subsection 25.1.

24.4 Strict Liability section 536 A of the German Civil Code [BGB]

Strict liability of MFN is dispensed with for pre-existing deficiencies (e.g. in stand equipment) under section 536 A, paragraph 1, clause 1 of the German Civil

Code and for any potential subsequent damages for the exhibitor.

25. Statute of Limitations, Set-off

The statute of limitations for claims brought against MFN is one year, unless MFN has caused the grounds for the claim either intentionally or through gross negligence or the claims are subject to a statutory statute of limitations of over three years.

The exhibitor is entitled to a right to set-off against MFN only when their counterclaim is legally recognized as valid, is uncontested or is recognized by MFN. The same applies

for the right of retention, inasmuch as the exhibitor is an entrepreneur, a legal entity under public law or a special investment fund governed by public law. If the exhibitor is not categorized as belonging to these groups, the exhibitor is entitled to exercise their right to retention, insofar as the exhibitor's counterclaim is governed by the same contractual relationship.

26. Protective Clause

Only these conditions and the conditions mentioned in the registration form (Special Conditions of Participation, Technical Guidelines, House Rules, OSC Terms of Use, Data Protection Guideline) of MFN are valid for the relationship between the parties. Other general terms and

conditions of trade shall not be held to be subject terms of the contract, even if MFN has not expressly objected to them.

27. Precedence of the German Text

The legal relationship between the parties are governed solely by the German text for the terms of the contract. The German text is legally binding.

28. Applicable Law, Place of Performance, Place of Jurisdiction

This agreement shall be solely governed by German law. The place of performance for both parties shall be Friedrichshafen. The place of jurisdiction is Tettngang.

MFN may, at its own discretion, elect that the competent place of jurisdiction shall be that of the exhibitor.